

TRASH DISPOSAL SERVICES AGREEMENT

THIS AGREEMENT made as of the 13 day of September, 2024, in the Territory of the United States Virgin Islands, by and between the **VIRGIN ISLANDS HOUSING FINANCE AUTHORITY**, having its principal place of business at 3202 Demarara Plaza, Suite 200, Charlotte Amalie, St. Thomas Virgin Islands 00802 (hereinafter the "Authority"), and **LIBERTA CORPORATION d/b/a BAILEY WASTE MANAGEMENT & DELIVERY SERVICES** whose address is P.O. Box 6226, St. Thomas, V.I. 00804 (hereinafter the "**Contractor**"). Each party may be referred to in the singular as "Party" and collectively as the "Parties").

WITNESSETH

WHEREAS, the Authority is in need of the services of a Contractor to pick-up, remove and dispose of trash (hereinafter the "services") for the Authority's Frenchtown Office and commercial tenants in St. Thomas, U.S. Virgin Islands (hereinafter the "Frenchtown Office" or the "premises"); and

WHEREAS, the Authority solicited quotes from two (2) companies to provide the services; and

WHEREAS, the Contractor's bid in the amount of Eight Hundred Forty and 00/100 (\$840.00) was the lowest responsive bid; and

WHEREAS, the Authority's Chief Operating Officer approved the Contractor to provide the necessary services; and

WHEREAS, the Authority desires to engage the services of the Contractor to perform the services and the Contractor represents that it is willing and capable of providing such services, described below; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound by this Contract, the parties hereto do covenant and agree as follows:

1. DEFINITIONS:

(a) The word "equipment" shall mean all containers used for the storage of the waste material including stationary compaction units, stationary bailing units, waste material loading devices, tanks, tankers, and such other on-site devices as may be specified in this Agreement.

(b) The term "waste material" shall mean solid waste excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic, or hazardous material.

(c) The term "hazardous material" shall include but not be limited to any chemical, compound, material substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance by law, (ii) is regulated, controlled or governed by

law, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

2. SCOPE OF WORK: The Contractor shall be responsible for performing the following services:

- a. Set in place one (1) 4yd covered dumpster (“Waste Bin”) on the premises.
- b. Provide daily trash pick-up and removal services with tipping fees for a total of approximately thirty (30) pick-ups per month, in the morning, from the premises.
- c. Remove, handle, transport and dispose of all Waste Materials (which includes recyclable materials), in the morning, from inside and around the Waste Bin located on the premises.
- d. Keep the surrounding bin area clean.
- e. Inform the Authority of any maintenance plan to (i) suspend the Work services (ii) remove the Waste Bins and (iii) replace or restore service under this Contract when there is an anticipated, publicly announced hurricane, tropical storm, or the like threatening the pick-up and maintenance schedule of Contractor.
- f. Continually monitor the waste collection from the premises to determine the appropriate size of the waste receptacle needed and make appropriate bin size adjustments accordingly at no additional charge.

2.1. Bulk, metal, and electronic waste, such as televisions, appliances, printer cartridges, or furniture are considered special pickups with prices to be quoted upon request.

2.2. The Contractor will not pick up tires, hazardous waste, or oil because the Contractor is not permitted to do so.

2.3. The Contractor shall perform the services required under this Agreement in compliance with applicable laws and in a manner which will not increase risk of harm to the Authority’s employees, the Authority’s premises, the public health or the environment.

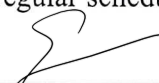
2.4. The Contractor shall furnish all labor, material, equipment and resources necessary to perform the Work.

3. EQUIPMENT: One (1) 4-yard Waste Bin.

3.1. *Responsibility for Equipment:* The Equipment furnished hereunder by Contractor shall remain the property of the Contractor. However, the Authority acknowledges that it has care, custody, and control of the equipment while it is on the premises. The Authority accepts responsibility for loss of or damage to the Equipment (except for the normal wear and tear or for loss damage resulting from Contractor’s handling of the equipment) and for its contents. The Authority agrees to not overload by weight or volume, move or alter the Equipment, and to use the Equipment only for its proper and intended use.

3.2. *Access:* The Authority agrees to provide unobstructed access to the Equipment so that Contractor can perform the Work. If the Equipment is inaccessible so that the regular scheduled

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pickup cannot be made, Contractor will promptly notify the Authority and afford the Authority a reasonable opportunity, and time to provide the required access.

4. **RESPONSIBILITY FOR WASTE MATERIALS:** Contractor shall be responsible for the Waste Materials it removes them from inside the Waste Bin or from around the Waste Bin.

5. **LOCATION OF EQUIPMENT:** The Equipment shall be placed in a location to the most convenient public way that is sufficient to bear the weight of all of Contractor's equipment and vehicle(s) reasonably required to perform the services herein contracted.

6. **TERM AND EFFECTIVE DATE:** This Contract shall be for a term of one (1) year commencing on the effective date of September 16, 2024 and terminating on September 15, 2025.

7. **COMMENCEMENT OF WORK:** The Contractor agrees that time is of the essence and will commence work no less than seven (7) days after the effective date.

8. **COMPENSATION:** The Authority, in consideration of the satisfactory performance of the Scope of Services described above, shall pay the Contractor the sum of **Ten Thousand Eighty and 00/100 (\$10,080) Dollars**, as set forth below:

- (a) Billing shall be monthly for payment under this Contract in the amount of **Eight Hundred Forty and 00/100 (\$840.00) Dollars per month.**
- (b) In addition, the Authority shall pay the Contractor the Virgin Islands Waste Management Authority ("VIWMA") Tipping Fee, which is levied each time a Waste Bin is emptied, in accordance with the VIWMA Tipping Fee Schedule. The Parties agree that the VIWMA tipping fee will be added to the Contractor's monthly invoices.
- (c) The VIHFA shall pay the Contractor on a monthly basis and within four (4) weeks of the Authority's receipt and approval of Contractor's invoice(s).
- (d) It is understood that the above compensation shall under no circumstances be exceeded, unless the Authority orders changes in the Scope of Services which may cause an increase in price.

9. **CONTRACTOR'S REPRESENTATIONS:** The Contractor warrants that it is fully informed regarding all the conditions affecting the work to be performed including labor and materials to be furnished for the completion of the Contract. Contractor represents that it is fully equipped, competent, and capable of performing the work and is available to perform such work.

The Contractor further represents that it shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the United States Virgin Islands and that it will provide a standard of care equal to, or superior to, care used by service providers similar to Contractor in the United States Virgin Islands.

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10. REPRESENTATIONS, WARRANTIES, AND COVENANTS BY CONTRACTOR: The Contractor covenants that:

(a) It is duly organized and existing and authorized, qualified and licensed to do business in the United States Virgin Islands.

(b) It will, during the term of this Contract, remain in good standing and qualified to do business under the laws of the Territory, including maintenance at all times of a valid V.I. business license, and will not cease doing business, dissolve or otherwise dispose of all or substantially all of its assets and will not voluntarily consolidate with or merge into any other entity or permit one or more other entities to consolidate with or merge into it without the prior written consent of the Authority.


(c) It has the power to execute, deliver and perform, and to enter into the transactions contemplated by this Contract, and has duly authorized the execution, delivery and performance of this Contract.

(d) The execution and delivery of this Contract, the consummation of the transaction contemplated hereby and the fulfillment or compliance with the terms and conditions of this Contract do not and will not conflict with or result in a breach of any of the terms, conditions or provisions of any legal restrictions or any Contract or instrument to which Contractor is now a party or by which it is bound or constitute a default under any of the foregoing.

11. PROFESSIONAL STANDARDS: Contractor will complete all work in accordance with standard practices in the industry and the work shall conform codes and/or regulations which apply to the work being performed, including any Contractor registration requirements.

12. HOLD HARMLESS: The Contractor shall agree to defend, indemnify and hold, the Authority, harmless from and against any and all loss, damage, penalties, fines, liabilities, claims, demands, detriments, cost, charges, expenses (including attorneys' fees) and causes of action of whatsoever character which the Authority may incur, sustain, or be subjected to, arising out of or in any way connected to (1) the Waste Materials excluded from paragraph 1(a)(b), (2) the services to be performed by Contractor under this Contract and arising from any cause and (3) injury or death to persons or loss or damage to property arising from the Authority's use, operation or possession of the Waste Bin, except the sole negligence of the Authority.

13. INSURANCE: The Contractor shall maintain General Liability Insurance, in a form acceptable to the VIHFA, on a "per occurrence" basis with a minimum limit of not less than **One Million (\$1,000,000.00) Dollars** for protection against claims for damages because of bodily injury or death, claims for damages to property which may arise out of or result from the Contractor operation under the contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them. The insurance policy shall name the VIHFA as Certificate Holder and an "Additional Insured via an endorsement as follows:



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Virgin Islands Housing Finance Authority
100 Lagoon Complex Suite 4
St. Croix, U. S. Virgin Islands 00840

Additionally, Contractor shall provide the VIHFA with a copy of Contractor's current liability insurance.

14. **WORKERS' COMPENSATION INSURANCE:** Contractor shall obtain and maintain Workers' Compensation Insurance coverage for the term of this Contract and provide the VIHFA with a copy of Contractor's Workers' Compensation Insurance.

15. **CONTRACTOR:** The Contractor shall perform this Contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Contractor shall be responsible for the supervision of its employees, subcontractors, and authorized representatives. All workers must be competent and skilled in their work.

16. **LIABILITY OF OTHERS:** Nothing in this Contract shall be construed to impose any liability upon the Authority to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make the Authority liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor its servants, agents, or independent contractors.

17. **FORCE MAJEURE:** Neither party to this Contract shall be deemed to be in breach of this agreement for any delay or failure in performance caused by reasons out of its reasonable control, including acts of God or a public enemy; natural calamities; failure of a third party to perform; changes in the laws or regulations; actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of their reasonable control.

18. **ASSIGNMENT:** The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Authority.

19. **WAIVERS AND AMENDMENTS:** No waiver, modification or amendment of any term, condition or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity, the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, condition or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

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20. RIGHT TO WITHHOLD: If work under this Contract is not performed in accordance with the terms hereof, the Authority will have the right to withhold, out of any payment due to Contractor, such sums as the Authority may deem ample to protect it against loss or to assure payment of claims arising therefrom, and at its option, the Authority may apply such sums in such manner as the Authority may deem proper to secure itself or to satisfy such claims. The Authority will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

21. TERMINATION: Either party will have the right to terminate this Contract with or without cause on ten (10) calendar days written notice to the other party before the effective date of such termination.

22. PARTIAL TERMINATION: The performance of work under this Contract may be terminated by the Authority in part whenever the Authority shall deem such termination advisable. This partial termination shall be effectuated by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties of this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day notice.

23. FALSE CLAIMS:

(1) The Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against VIHFA. The Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under the Virgin Islands law.

(2) The Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. The Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious or fraudulent. The Contractor acknowledges that making such false, fictitious, or fraudulent claim is a federal offense.

24. CONFLICT OF INTEREST: The Contractor covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to perform under this Contract.

25. WARRANTY OF NON-SOLICITATION: The Contractor expressly warrants that it has not employed any person to solicit or obtain this contract on its behalf, or cause or procure the same to be obtained upon compensation in any manner, contingent, in whole or in part, upon such procurement, and that it has not paid, or promised or agreed to pay to any person, in consideration of such procurement, or in compensation for services in connection hereunder; and that it has not, in estimating the contract price demand, included any sum by reason of such brokerage, commission or percentage, and that all monies payable to it hereunder are free from obligation to any other person for services rendered, supposed to have been rendered, in the procurement of this contract. Breach of this warranty shall give VIHFA the right to terminate this Contract or, in its discretion, to deduct from the Contract Cost or consideration the amount of such commission, percentage, brokerage or contingent fees.

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26. **NON-DISCRIMINATION:** No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, religion, sexual orientation, or national origin.

27. **NOTICE:** Any notices required or permitted to be given under this Contract shall be deemed sufficiently given or served if sent by certified mail, return receipt requested to the parties at the following addresses:

Authority: **Virgin Islands Housing Finance Authority**
3202 Demarara, No. 3, Suite 200
St. Thomas, U.S. Virgin Islands 00802
Attention: Eugene Jones, Jr., Executive Director

Contractor: **Liberta Corporation d/b/a Bailey Waste Management & Delivery Services**
P.O. Box 6226
St. Thomas, U.S. Virgin Islands 00804
Attention: Steave Bailey, President

Either party may, by like notice, at any time and from time to time, designate different addresses to which notices shall be sent. Notices given in accordance with these provisions shall be deemed received when mailed.


28. **SEVERABILITY:** In the event that one or more of the provisions of this Contract shall be found unenforceable, illegal or invalid, it shall not affect any other provisions of this Contract, and this Contract shall be construed as if the provision found to be unenforceable, illegal or invalid had never been contained in the agreement, or the unenforceable, illegal or invalid provision shall be construed, amended and/or reformed to be made enforceable, legal and valid.

29. **GOVERNING LAW AND JURISDICTION:** This agreement shall be governed by and construed pursuant to the laws of the United States Virgin Islands. The parties submit all their disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the Courts of the United States Virgin Islands.

30. **ENTIRE CONTRACT:** This Contract constitutes the entire Contract between the parties hereto, and all prior understandings or communications, written or oral, with respect to the work to be done under this contract, are merged herein.

31. **COUNTERPARTS:** This Contract may be signed in counterparts, each of which will be deemed an original.

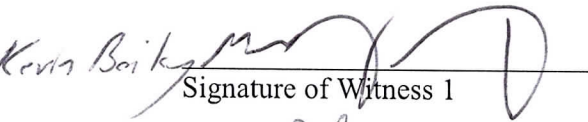
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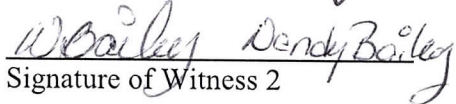

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives on the date(s) written below.

Witnesses:


Signature of Witness 1

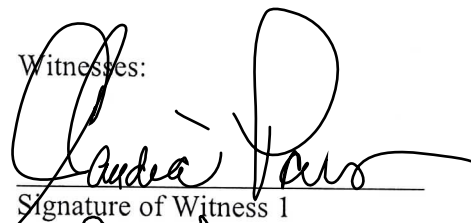

Signature of Witness 2

LIBERTA CORPORATION
d/b/a BAILEY WASTE MANAGEMENT
AND DELIVERY SERVICES


Steve Bailey, President

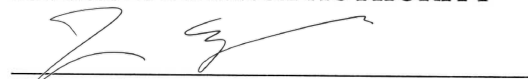
Dated: 9/9 /2024

Witnesses:


Signature of Witness 1

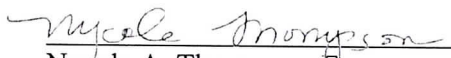

Signature of Witness 2

VIRGIN ISLANDS
HOUSING FINANCE AUTHORITY


Eugene Jones, Jr., Executive Director

Dated: 9 /13 /2024

Reviewed for Legal Sufficiency:


Nycole A. Thompson, Esq.,
Legal Counsel

Dated: 09/04/2024